

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT ("this Contract") is between the State of Indiana acting by and through the Office of the Indiana Attorney General (hereinafter the "State") and Allegient, LLC (hereinafter "Contractor").

WHEREAS, the State has conducted a request for proposals (RFP-6-4) and determined it is in its best interest to hire Allegient, LLC to host, develop, produce, and enhance the IndianaUnclaimed.com website; and

WHEREAS, Contractor has the expertise, know-how and resources to provide the services requested and has been selected by the State to provide such services;

1. Duties of Contractor. Contractor shall provide the duties enumerated in **Exhibit A**, hereby incorporated by reference and attached.

2. Consideration. Contractor will be paid the rates set forth in **Exhibit A**. Total remuneration of this Contract shall not exceed five hundred seven thousand two hundred and thirty five dollars (\$507,235.00).

3. Term. This Contract shall begin on August 1, 2007 and end on January 31, 2009.

4. Access to Records. Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this contract. Contractor shall make such materials available at its offices at all reasonable times during the contract period, and for five (5) years from the date of final payment under the contract, for inspection by the State or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the State if requested.

5. Assignment; Successors. Contractor shall not assign or subcontract the whole or any part of this contract without the State's prior written consent. Contractor may assign its right to receive payments to such third parties as Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this contract and shall not be made to more than one party.

6. Audits. Contractor acknowledges that it may be required to submit to an audit of funds paid through this agreement. Any such audit shall be conducted in accordance with IC 5-11-1, and audit guidelines specified by the State.

7. Authority to Bind Contractor. Notwithstanding anything in the contract to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute contracts on behalf of Contractor designated above and has obtained all necessary or applicable approvals from the home office of Contractor to make this

contract fully binding upon Contractor when his/her signature is affixed and is not subject to home office acceptance hereto when accepted by the State of Indiana.

8. Changes in Work. Contractor shall not commence any additional work or change the scope of work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

9. Compliance with Laws.

A. Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this contract shall be reviewed by the State and Contractor to determine whether the provisions of the contract require formal modification.

B. Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If Contractor is not familiar with these ethical requirements, Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to Contractor. In addition, Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

C. Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until Contractor is current in its payments and has submitted proof of such payment to the State.

D. Contractor warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Agreement. If a valid dispute exists as to Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to Contractor, Contractor may request that it be allowed to continue, or receive work, without delay. Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

E. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

F. Contractor warrants that Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so is a material breach of the contract and grounds for immediate termination of the Contract and denial of further work with the State.

G. Contractor hereby affirms that it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. Contractor agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Contractor from contracting with the State in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

I. As required by IC 5-22-3-7:

- (1) Contractor and any principals of Contractor certify that
 - (A) Contractor, except for de minimis and nonsystematic violations, has not violated the terms of
 - (i) IC 24-4.7 [Telephone Solicitation of Consumers],
 - (ii) IC 24-5-12 [Telephone Solicitations], or
 - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
- (2) Contractor and any principals of Contractor certify that an affiliate or principal of Contractor and any agent acting on behalf of Contractor or on behalf of an affiliate or principal of Contractor:
 - (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

10. Condition of Payment. All services provided by Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The State shall not be required to

pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of federal, state, or local law.

11. Ownership of Documents and Materials. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by Contractor prior to execution of this Contract, but specifically developed under this Contract, shall be considered "work for hire" and Contractor transfers any ownership claim to the State of Indiana and all such materials will be the property of the State of Indiana. Use of these materials, other than related to contract performance by Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while the materials are in the possession of Contractor. Any loss or damage thereto shall be restored at Contractor's expense. Full, immediate, and unrestricted access to the work product of Contractor during the term of this Contract shall be available to the State.

12. Confidentiality of State Information.

Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected information. Contractor covenants that data, material and information gathered, based upon or disclosed to Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) or personal information (as defined in IC 4-1-11-3) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Conflict of Interest.

A. As used in this section:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party," means:

1. The individual executing this Contract;
2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

“Commission” means the State Ethics Commission.

B. The State may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.

C. The State will not exercise its right of cancellation under section B, above, if Contractor gives the State an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of State employees. The State may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.

D. Contractor has an affirmative obligation under this Contract to disclose to the State when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

14. Debarment and Suspension. Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor. Contractor also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this Contract and is solely responsible for any paybacks and or penalties that might arise from non-compliance.

15. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any breach of this Contract, then Contractor may cancel and terminate this Contract and collect all monies due up to and including the date of termination.

16. Disputes. Should any disputes arise with respect to this Contract, Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

A. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the State for such costs. If the State and Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

B. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

17. Drug-Free Workplace Certification. Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Contractor will give written notice to the State within ten (10) days after receiving actual notice that Contractor or an employee of Contractor has been convicted of a criminal drug violation occurring in Contractor's workplace.

False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by Contractor and made a part of the contract or agreement as part of the contract documents.

Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform it's employees of (1) the dangers of drug abuse in the workplace; (2) Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

19. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

20. Governing Laws. This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

21. Indemnification. Contractor agrees to indemnify, defend, and hold harmless the State and its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of Contractor and/or its subcontractors, if any. The State will not provide such indemnification to Contractor.

22. Independent Contractor. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for Contractor's employees.

23. Information Technology Accessibility. If Contractor provides any information technology related products or services to the State which interfaces with the State's IT equipment, Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if Contractor fails to cure a breach of this provision within a reasonable time.

24. Insurance.

A. Contractor shall secure and keep in force during the term of this Contract, the following insurance coverages, covering Contractor for any and all claims of any nature which may in any manner arise out of or result from this Contract:

- 1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$500,000 per person and \$1,000,000 per occurrence unless additional coverage is required by the State.
- 2) Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative, a certificate of insurance prior to the commencement of this agreement. Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, an "all states endorsement" covering claims occurring outside the state of Indiana if any of the services provided under this agreement involve work outside the state of Indiana.

B. Contractor's insurance coverage must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of Contractor.
- 2) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this contract shall not be limited by the insurance required in this contract.
- 3) The insurance required in this Contract, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State representative.
- 4) Failure to provide insurance as required in this Contract is a material breach of contract entitling the State to immediately terminate this Contract.

C. Contractor shall furnish a certificate of insurance and all endorsements to the undersigned State representative prior to the commencement of this Contract.

25. Licensing Standards. Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by Contractor pursuant to this Contract. The State shall not be required to pay Contractor for any services performed when Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, Contractor shall notify State immediately and the State, at its option, may immediately terminate this Contract.

26. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract

may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.

27. Minority and Women Business Enterprise Compliance. The Contract agrees to comply fully with the provisions of Contractor's MBE/WBE participation plan.

28. Nondiscrimination. Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

29. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:
Brent Embrey
Office of the Attorney General
302 W. Washington Street, IGCS-5th Floor
Indianapolis, IN 46204

B. Notices to Contractor shall be sent to:
Allegient, LLC
201 W. 103rd Street, Suite 520
Carmel, IN 46032

30. Payments. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

31. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

32. Progress Reports. Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should

deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

33. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

34. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

35. Taxes. The State of Indiana is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on Contractor as a result of this Contract.

36. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. Contractor shall be compensated for services herein provided but in no case shall total payment made to Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

37. Termination for Default. With the provision of thirty (30) days notice to Contractor, the State may terminate this Contract in whole or in part, if Contractor **fails to:**

1. Correct or cure any breach of this Contract;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

A. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and Contractor will be liable to the State for any excess costs for those supplies or services. However, Contractor shall continue the work not terminated.

B. The State shall pay the contract price for completed supplies delivered and services accepted. Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation

of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

C. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

38. Travel. Expenditures made by Contractor for travel will be reimbursed by the State at the current rate paid by the State of Indiana. Travel expenses can only be reimbursed in accordance with State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

39. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right.

40. Work Standards. Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and Contractor shall grant such request.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is Contractor, or that he/she is the properly authorized representative, agent, member or officer of Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this Contract. The parties having read and understand the foregoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

Allegient, LLC

By: [Signature]
Printed Name: Gregg M. Gallant
Title: President
Date: 8/7/07

Office of the Attorney General

By: [Signature]
Printed Name: Gregory E. Teller
Title: Chief Deputy
Date: August 9, 2007

Department of Administration

Mark A. Henderson (for)
Carrie Henderson
Commissioner
Date: 8/23/07

Office of Technology

[Signature] (for)
Gerry Weaver
Chief Information Officer
Date: 8/22/07

State Budget Agency

[Signature] (for)
Christopher Ruhl
Director
Date: 8.31.07

Approved as to Form and Legality:

Office of the Attorney General

[Signature] (for)
Stephen Carter
Attorney General
Date: 9-4-07

EXHIBIT A



Indiana Office of Attorney General

UNCLAIMED PROPERTY WEBSITE CREATION AND HOSTING

BAFO (Updated) for RFP 6-4

Submitted by:



Original Due Date : February 7, 2007 12:00 PM EST

State of Indiana Contact:

Tom Bodin
Office of the Attorney General
302 W. Washington St., IGCS-5th Fl.
Indianapolis, IN 46204

Allegient Contact:

Tim Smith
201 W. 103rd St., Suite 520
Carmel, IN 46032
(317) 564-5700

**Unclaimed Property Website
Creation and Hosting**

THIS DOCUMENT AND THE INFORMATION CONTAINED HEREIN IS CONFIDENTIAL AND PROPRIETARY TO ALLEGIENT, LLC and shall not be disclosed, duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal. If a contract is awarded to ALLEGIENT as a result of or in connection with the submission of this proposal, all information not marked as confidential and proprietary of ALLEGIENT may be duplicated, used, or disclosed to the extent provided by the agreement governing such services.

All trademarks and/or service marks contained within this document are the property of their respective owners. ALLEGIENT does not in any way warrant the use of their products and/or service offerings.

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***Unclaimed Property Website
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2.2. TRANSMITTAL LETTER

January 12, 2007

Mr. Tom Bodin
Office of the Attorney General
302 W. Washington St., IGCS-5th Fl.
Indianapolis, IN 46204

Dear Mr. Bodin,

Allegient, LLC. is pleased to respond to the Request for Proposal 6-4 for the Office of Attorney General Unclaimed Property Website Creation and Hosting. The Allegient team is uniquely qualified to provide the resources, facilities and approach necessary to successfully develop, host and support the Unclaimed Property website.

2.2.1. Summary of Ability and Desire to Supply the Required Products and Services

Allegient has the ability and desire to help the Office of Attorney General create, host and manage the Unclaimed Property website.

Allegient's team of experts has a successful history of helping customers use best practices to design and implement product solutions. We've handpicked the project team to ensure the success of your initiative. This team has the hands-on experience to guide you through the complete process.

Through the multi-dimensional expertise of our project teams, we assist our customers in assessing, planning, constructing and implementing projects to produce solutions that can satisfy the business objectives of OAG.

Allegient's Project Methodology combines a defined process and team approach to ensure delivery success. This approach assures that the needs of OAG are accurately represented as well as cost-effectively implemented.

Combining over 70 years of project management and application development experience with industry standard technologies, Allegient's project and application development methodologies ensure that the major goals, activities, artifacts, and deliverables will be accurately produced in a timely manner.

Section 2.3.6 of the RFP identifies 11 clauses that Indiana law deems as mandatory. Attachment B of the RFP also includes a number of desirable clauses. Allegient has read and agrees in principle to these clauses and is willing to provide the requested products and services subject to the terms and considerations set forth in the RFP.

2.2.2. Signature of Authorized Representative

This proposal is signed by Gregg Gallant who, as President of Allegient, LLC, is authorized to certify all information offered in this proposal meets general conditions including the information requested in Section 2.3.4.

The principal contact for this proposal is as follows:

Mr. Tim Smith
201 W. 103rd St., Suite 520
Indianapolis, IN 46290

Phone: (317) 564-5703
Fax: (317) 564-5777
Email: tsmith@allegient.com

2.2.3. Respondent Notification Request

Allegient prefers email as the method for vendor selection notification. Please direct all email notifications to Mr. Tim Smith listed in the prior section.

Allegient acknowledges the responsibility to notify OAG of any changes in address.

2.2.4. Other Information

Confidential financial statements are included in a separate envelope marked "Private and Confidential." Please ensure these documents remain private.

Please feel free to contact me if we can be of any further assistance or provide additional information as you are evaluating the proposals.

Sincerely,

Gregg Gallant
President
Allegient, LLC

2.3. BUSINESS PROPOSAL

2.3.1. General

Based on our experience, our approach, our people, and your active participation, we are confident that the goals and objectives of the OAG will be accomplished. We will use this General section as the "Executive Summary" of our proposal. It will summarize the information that Allegient deems important to the State's successful implementation of our solution.

In order for this engagement to be successful, the following critical factors must be met by the selected team:

- Effectively **manage** large engagements in which multiple stakeholders are involved
- Team with **partners** who are **dedicated** to application development, support and hosting
- Solid **development experience** in both J2EE and .NET development
- Extensive **resource expertise** in the technology and services required

This proposal describes the approach suggested by Allegient, LLC (Allegient) for this engagement. A solid approach and proven methodology is only as good as the people that are tasked with its execution. Allegient has assembled a team of experts that has been in the "product trenches" with many organizations. The OAG will be able to leverage this collective knowledge and experience to reach the goal of creating a world-class solution.

The Allegient team possesses a number of differentiating factors that make us the best team to ensure success. These differentiators include:

Our Project Management Experience

The Unclaimed Property Website Creation and Hosting project will require sound project management discipline to successfully meet its goals. When considering the logistics involved with coordinating activities from all organizations, it is clear that significant project management will be required. The Allegient project managers will utilize a proven project management approach based on PMI concepts. This approach has led to many successful projects for our clients by enabling clear visibility to project process so issues can be proactively identified and manage.

Over 76% of Allegient's Project Management team is PMP certified and many of them are leaders in the local chapter of Project Management Institute (PMI). Allegient Project Managers average over 15 years of project management experience working on a wide array of engagements in the Financial Service, Pharmaceutical, Manufacturing, Government and Healthcare industries.

Our Data Center Model

Allegient is partnering directly with BlueLock, an Indiana company that will own and maintain the licensing and hardware (server, router, firewall, switch) in a state-of-the-art, highly-secure 20,000 sq. ft. data center allowing OAG to minimize capital expenditure.

BlueLock environments are virtual environments. Utilizing VMWare, all BlueLock environments will have a virtual shim between the hardware and the OAG's application. This virtualization model enables several capabilities including rapid recovery due to a disaster, rapid scalability during Unclaimed Property marketing events to address peak usage, and rapid deployment of test and development environments.

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Our Partners

Allegient has chosen to partner with, BlueLock and Accelero to leverage their full set of capabilities. This integrated partnership will bring the best of the best to the State of Indiana, helping to ensure the success of this engagement.

Accelero, an Indianapolis based WBE, will provide project and business analysis support on the project. Accelero is well-known for their structured approach to business process analysis and program management.

Our Local Presence

With headquarters in Indianapolis, Indiana, the availability of almost 175 local consultants will be a key benefit to the State of Indiana during the engagement. Because all of our team members are based in the local area, we will be able to quickly assign the appropriate resources and begin work with a "hit-the-ground-running" approach. It also means that none of the State's dollars will be spent on travel and lodging expenses.

Our Experience with Related Application Technologies

Allegient was founded in 2001 doing project-based work around JAVA, J2EE and .Net technologies. Allegient is now one of only a handful of Microsoft Gold Partners in Indianapolis dedicated to project-based application development, and one of only five such Managed Microsoft Partners in all of Indiana. Accordingly, Microsoft has contracted with Allegient to orchestrate our project management approach in high-profile accounts in Indianapolis. These engagements are similar in size and scope to that of the needs of the OAG.

2.3.1.1. Project understanding

Our understanding is that the OAG needs a partner to

- Replace and/or enhance the *IndianaUnclaimed.com* website.
 - Compile and update the website with information provided by the Indiana OAG
 - Allow individuals and businesses to search for unclaimed property
 - Allow individuals and businesses to submit claims securely online and track status
- Host and fully manage the IndianaUnclaimed.com website.
 - Securely host infrastructure for claim and property data and the website application
 - Provide backup and recovery services
 - Provide system access and reporting services

In doing so, the OAG hopes to accomplish the following:

- Simplify the complicated support and network infrastructure
- Improve service to citizens
- Raise claim rates
- “[...][Steve] Carter wants to test the market to see if he can get a better product at a lower price” (Schneider, Staci. “Forgotten accounts can lead to windfall. State seeks Web vendor for unclaimed property.” Indianapolis Business Journal, 27 Nov 2006: 6.)

2.3.1.2. Vendor information

Allegient Expertise:

Allegient, headquartered in Indianapolis, is a Microsoft Gold Partner with certified expertise and competency in project management and custom application design and development.

Combining over 200 years of project management and application development experience with industry standard technologies, Allegient ensures that the major goals, activities, artifacts, and deliverables are accurately produced in a timely manner. Allegient has also spearheaded multimillion dollar projects with Fortune 500 companies

Allegient has brought together an unprecedented level of resources and expertise to deliver business solutions to our clients. We have built partnerships with a team of technology firms that allow us to provide best in class solutions to our clients' business problems. Allegient's Alliance Program ensures effective project management, oversight, and quality assurance resulting in high quality project delivery through an efficient delivery process.

Microsoft's SharePoint Portal Services is utilized to create a customized Project Portal for the OAG project that will enable all project documentation to be easily viewed by the Allegient and OAG team. The SharePoint Portal Services Issue Tracker will be utilized to track incidents, issues, questions and change requests submitted during the course of a project.

BlueLock Expertise:

The principals at BlueLock have a combined 40+ years of experience hosting and providing managed services. BlueLock has managed infrastructure for a number of high-profile organizations in the Indianapolis area including: Roche Diagnostics, FinishLine.com, Monster.com, Baker Hill Corporation, PAN Testing and T2 Systems. Their experience is wide and varied and includes several very large environments with 200+ servers and large numbers of users.

BlueLock differentiators include:

BlueLock's core competency and primary service offering is IT Infrastructure-as-a-service – BlueLock has made the necessary capital investment in servers, routers, firewalls, switches and provides its clients with an SLA-driven level of performance for a monthly fee.

BlueLock is a SAS 70 certified facility where each BlueLock environment will come pre-configured with industry specific compliance characteristics or traits such as:

- a. Privacy/Industry Compliance Traits: BlueLock environments will be compliant with industry standards for Sarbanes-Oxley, HIPAA, COBIT/PCI, 21 CFR Part11 – validated systems
- b. ITIL based change management will be utilized when making changes to the State's hosted system.

Authorized OAG IT managers will have access to a unique portal monitoring package that will enable the OAG's IT managers to quickly assess the health and performance of the hosted system. Basic reporting will include an extensive audit trail of all changes made to the system; information about the overall capacity of the system along with the high water mark for key system variables such as bandwidth, database performance, application performance, etc.

OAG environments in BlueLock facilities will be virtual and dedicated environments. BlueLock will install a virtual shim between BlueLock hardware and the OAG application. Virtualization is an enabler to several key capabilities: RTO and RPO objectives of four hours can be met;

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snapshots or copies of the OAG's production environment can be created quickly and easily to provide test and development environments.

Accelero Expertise:

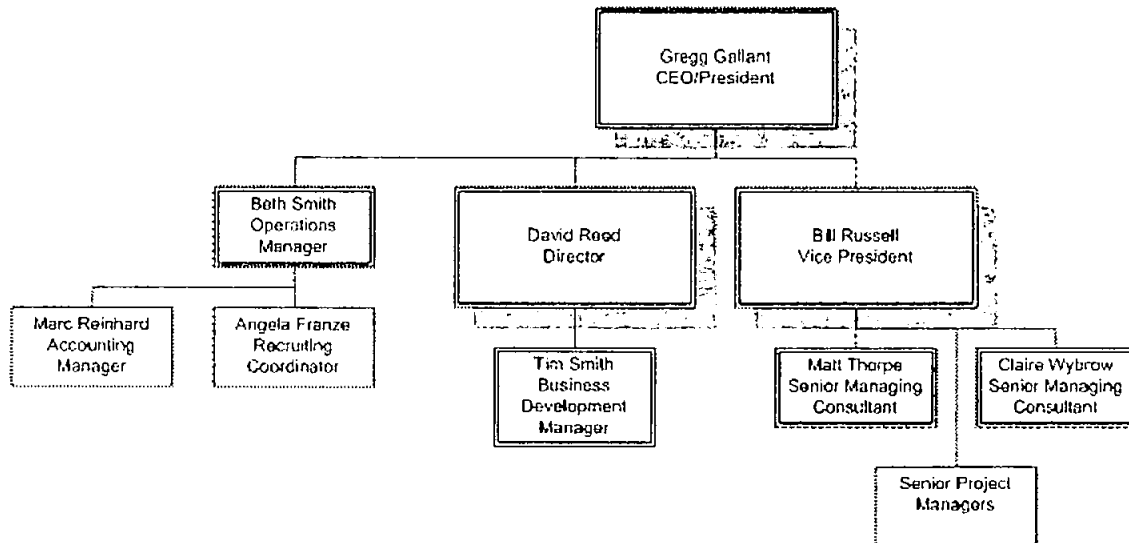
Accelero Consulting, Inc. is an Indianapolis-based WBE specializing in business process analysis. The firm focuses on enabling clients to operate more efficiently. Through integrity, passion and a commitment to excellence, Accelero delivers business value by dramatically improving strategic business processes in terms of speed, cost, quality and efficiency. For this engagement, Accelero will be providing project management, business analysis and quality assurance expertise. Accelero has a successful track record performing these activities on a number of other State contracts.

2.3.2. Respondent Company Structure

Allegient, LLC is a limited liability corporation, incorporated in the State of Indiana. As an information technology consulting firm, Allegient provides the following services to our clients:

- Program Management
- Project Delivery and Quality Assurance
- Proof of Concept Solutions
- Application Development
- Package Implementation

Allegient's organization chart is as follows:



2.3.3. Company Financial Information

Allegient is a privately held corporation that has experienced 20-30% controlled yearly growth since 2002.

The enclosed sealed envelope contains our financial statements for the past three fiscal years. Because Allegient is a privately held corporation, financial information is considered private and proprietary. Please ensure this information is not made public.

Please contact Gregg Gallant at (317) 564-5700 if additional financial information is required.

2.3.4. Integrity of Company Structure and Financial Reporting

Gregg Gallant, as President and CEO of Allegient, LLC (Allegient), has taken personal responsibility for the thoroughness and correctness of all financial information included with this proposal.

An independent accounting firm periodically reviews Allegient's financial statements to ensure the quality and integrity of such statements. Annually, Allegient's accounting practices are also reviewed by this same accounting firm to ensure adherence to GAAP. The accounting firm also prepares and files all tax documents with the IRS on behalf of Allegient. The accounting firm maintains a separation of its audit functions and consulting services areas, and it does not receive any compensation other than fees for services provided. As an additional measure, Allegient also submits monthly financial statements to its bank, meeting quarterly with bank representatives to review these statements. As Allegient is corporately structured as a partnership, a board of advisers consisting of its four shareholders exists to maintain accountability and integrity within the company.

2.3.5. Facilities and Resources

In this section, we will take the opportunity to describe why our team is best suited for the Unclaimed Property Website Creation and Hosting project. We will begin by describing our resources and why our team is the best available in the State of Indiana. We will then illustrate why our facilities are the most secure and robust, and address the facilities requirements set forth in the RFP. This portion of the proposal is divided into the following sections:

1. Resource Expertise
2. Facilities
3. Migration Information (including our approach to support and/or rewrite the application)
4. Operation Support and Services

2.3.5.1. Resource Expertise

Allegient Management Resources

Allegient maintains a staff of over twelve senior project managers averaging over 15 years of experience in managing IT projects. As a commitment to maintain high standards, 76% of our project management staff is PMP certified. This experience pool of professionals provides Allegient customers the assurance that projects will be delivered one time and within budget.

Allegient Technical Resources

Allegient maintains a staff of senior-level Java architects, Java developers, data architects, database administrators, .NET architects, and .NET developers that can be leveraged should OAG chose to either enhance or replace the existing Indiana Unclaimed Website. Allegient can quickly bring additional technical resources to bear if necessary by leveraging our technology partnerships with local development firms.

Allegient Executive Resources

All of Allegient's projects are supported by the Allegient executive team who provides quality assurance of all project deliverables and ensures open communication with our clients. As a result, project status is conveyed and issues are addressed in a timely manner.

Hosting Management Capabilities

BlueLock's CEO, CTO and Chief Engineer have extensive experience providing hosting and managed services as a result of having performed these services for hundreds of companies in the State of Indiana with a previous local employer.

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2.3.5.2. Facilities

Allegient Facilities

Allegient has the internal facilities to allow us to conduct development activities at either our corporate office located in Indianapolis or on-site at OAG.

Hosting Infrastructure

The State's Unclaimed Property Website will be hosted with Allegient's partner, BlueLock, in a new 20,000 sq. ft. facility 10 miles from downtown Indianapolis. A second site for geographic failover will be located in a partner data center in Salt Lake City, UT but not included in the pricing

To support critical infrastructure environments, the facilities are designed for 2N. This includes power, UPS, power distribution, cooling and communications. The facility uses a hot spare with automatic failover on both storage and servers. Storage failure is repaired without any impact to the servers. Server failure results in a reboot, while the hot spare server automatically takes over for the failed unit. This reboot can be mitigated using either Windows or Red Hat server clustering. Each of these failures and recoveries will notify the BlueLock Operations Center, but resolve themselves without human intervention.

Hosting Facility – Indianapolis, Indiana: This facility was custom-built as a data center from the ground up, constructed entirely of concrete and designed for high-density computing. The Indianapolis facility is the newest and most capable commercial facility in the region. With 2N power and 2N cooling systems - a total system failure could not interrupt the computing environment. Data centers today generally have 1 to 2 kilowatts of capability per cabinet. The Indianapolis facility can handle loads as high as 20 kilowatts per cabinet.

Redundant Hosting Facility – Salt Lake City, Utah: Constructed by regional power companies, this data center facility has all of the redundant power and cooling systems that would expected with exceptional physical security. Generators are kept in their own concrete bunker system and the main facility floats on seismic dampers so that the structure actually rides out any tremors or quakes that might otherwise disable a standard building.

Internet connectivity: Internet connectivity is provided through one of three provider networks: AT&T/SBC, Time Warner or Brighthouse. Each provider can supply 10, 100, or 1000 megabit Ethernet connectivity. Bandwidth is burstable. For more information on this configuration, please refer to *Appendix 2 – Internet Connectivity Diagram*

Firewalls and access controls: Each client environment has a dedicated stateful inspection Checkpoint Firewall-1 firewall hardware, software and firewall policy with up to 3 security DMZs.

Load-balancing: All web hosting environments have the option of being placed behind redundant F5 load balancers. F5 load balancers are capable of SSL acceleration. For a diagram of the redundant network core, please refer to *Appendix 3 – Redundant Network Core Diagram*

Web servers, Database servers, Application servers, Mail servers: Servers are provided using HP Blade Technology on HP C7000 chassis with fully redundant power supplies and a hot spare server in case of critical server failure. Servers come in a variety of performance options in terms of processors, RAM and storage. Web servers are provided with either IIS on Windows 2003 Server or Apache on Red Hat Enterprise 4. MS-SQL, Oracle or My-SQL databases are all supported.

DNS servers: Redundant DNS services are provided at both the Indianapolis and Salt Lake Facility.

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Other routers, switches and network devices: The server and storage networks are all built on Cisco Gigabit Switch technology.

System management, alarms, monitoring and intrusion prevention: For Systems and compliance management, we will use market leading technology from BladeLogic.

Environmental controls: Data storage will be provided using SAN technology from HP and Lefthand Networks. This gives OAG the most flexibility and performance. The Data Center facility design is based on the principal of 2N and N+1. Power is N+1 with Primary power coming from the Utility and backup provided by a Cummins generator. Power to each Data Center room is 2N with fully redundant and diverse UPS and PDU units. All units are under a 24-hour emergency response agreement with the associated vendors. Fire suppression is provided in each Data Center room by redundant FM-200 gas suppression units. Cooling is provided by two (N+1) 30 ton Liebert Commercial Data Center HVAC units.

Physical security processes and procedures: The Hosting and Managed Service facility uses a combination of a biometrics, card readers, Digital Video Recorders, extensive camera coverage, and razor wire fencing in each of their hardened all concrete Data Center facilities. All staff members have undergone criminal, financial background checks and have passed drug tests. Type II SAS 70 is due to be completed in July of 2007. All Security systems are logged and generate exceptions as well as reports.

2.3.5.3. Migration information

The RFP has requested responses include solution proposals for two options:

Option 1: Existing Application Support

Option 2: Rewrite Application

The first option has subsequently been removed from consideration. For the second option, we describe our approach, methodology, deliverables, roles, responsibilities and timeline. We close the section with a description of how we will meet 508 compliance requirements and our migration methodology.

Option 2: Rewrite Application

Allegient will approach the rewrite of the existing Indiana Unclaimed website application as a project. The project will follow Allegient's proven Integrated Methodology which integrates with our mature Project Management and Software Development Methodologies.

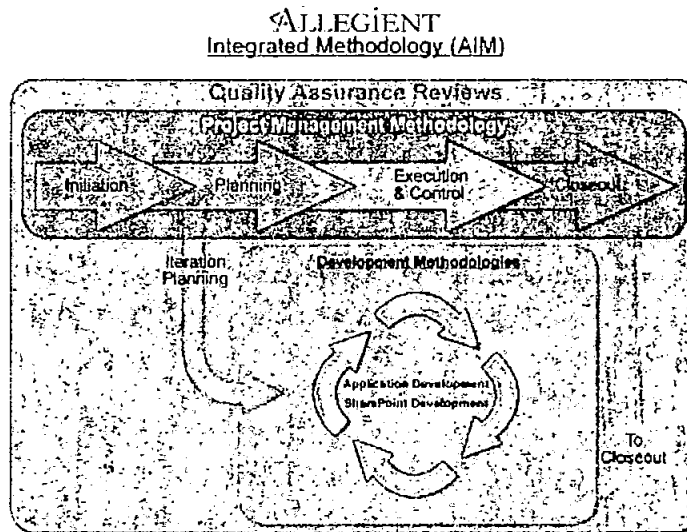


Figure 1 - Allegient Integrated Methodology

Our Software Development Methodology includes the following phases:

1. Pre-Launch Project Preparation
2. Envisioning and Elaboration
3. Construction and Stabilization
4. Release
5. Project Closeout

A description of these phases, associated activities and deliverables are outlined below.

Allegient proposes to rewrite the existing application leveraging the .NET framework. To simplify site maintenance, Allegient will leverage a .NET-based content management tool.

Phase 1: Pre-Launch Project Preparation***Brief Description***

During this phase, Allegient will assemble the project team. Key OAG stakeholders will be identified, and the Allegient Project Manager will work with the OAG Project Sponsor to schedule the kickoff meeting and subsequent joint requirements planning (JRP) sessions. Additionally, Allegient will work with OAG to conduct any necessary logistical preparation activities.

Major Activities, Project Tasks and Deliverables

Major Activities	Project Tasks	Project Deliverables
Pre-Week 1 Activities	<ul style="list-style-type: none">• Conduct pre-onboarding logistical activities for the Allegient project team. This includes setting up workspace, network connectivity, login accounts, and workstations• Identify stakeholders and roles and responsibilities for each for the engagement• Schedule the official project kickoff meeting• Schedule initial JRP sessions• Begin draft of the project plan	<ul style="list-style-type: none">• Project kickoff Agenda• JRP session schedule• Documented stakeholders and corresponding roles and responsibilities

Phase 2: Envisioning & Elaboration***Brief Description***

During this phase, Allegient will facilitate the kickoff meeting for the engagement, during which the Allegient team will be introduced to the OAG resources assigned to this project. The team will discuss project vision and scope, and walk through Allegient's approach for the engagement. Allegient firmly believes project success depends on communicating the project vision, scope and approach to all team members and stakeholders.

Subsequent to the kickoff meeting, Joint Requirements Planning (JRP) and Joint Application Design (JAD) sessions will be conducted to collect requirements and drive application design. Both application requirements and design will be formally documented and presented to OAG for review and approval.

Major Activities, Project Tasks and Deliverables

Major Activities	Project Tasks	Project Deliverables
Initiation	<ul style="list-style-type: none">• Conduct Project kickoff meeting• Confirm project scope and vision• Confirm stakeholder roles and responsibilities• Confirm JRP session schedule• Document kickoff meeting minutes	<ul style="list-style-type: none">• Project kickoff meeting minutes• Finalized JRP session schedule•
Planning	<ul style="list-style-type: none">• Create Project Plan Deliverable to capture project scope and risks and a plan for managing scope, schedule, cost, quality, resources, communication, issues; define deliverable and project acceptance criteria• Create baselined project work plan (work breakdown structure, schedule, and resource allocation)	<ul style="list-style-type: none">• Project work plan/schedule• Deliverable 1.0 - Project Plan

Major Activities	Project Tasks	Project Deliverables
Requirements	<ul style="list-style-type: none"> • Conduct JRP sessions to elicit User Interface, Business Rules, Database, Hardware, and Reporting requirements • Document application requirements • Review requirements document with OAG • Make updates if necessary • Present final requirements document to OAG for approval • Schedule Joint Application Design (JAD) sessions • Set up development environment 	<ul style="list-style-type: none"> • Deliverable 2.0 – Requirements Specification Document • Weekly status reports
Design	<ul style="list-style-type: none"> • Conduct JAD sessions • Define User Interface design • Define application architecture design • Document application design • Review application design document with OAG • Make updates if necessary • Present final application design document to OAG for approval 	<ul style="list-style-type: none"> • Deliverable 3.0 - Application Design Document • Weekly status reports •

Phase 3: Construction & Stabilization Phase

Brief Description

During this phase, the Allegient development team will build the application based on the approved requirements and design. Allegient business analysts will product testing documentation, and conduct system testing of the application to ensure all requirements have been met. When system testing has been completed and all bugs addressed, the application will be presented to OAG for user acceptance testing. Updates will be made to the application based on OAG's feedback prior to presenting the application for final approval.

Major Activities, Project Tasks and Deliverables

Major Activities	Project Tasks	Project Deliverables
Construction	<ul style="list-style-type: none"> • Code application based on requirements and design • Create database to support application • Unit test code • Set up system test environment 	<ul style="list-style-type: none"> • Deliverable 4.0 – Application Code Components • Weekly Status Reports
System Testing	<ul style="list-style-type: none"> • Plan the testing effort by developing a test strategy, test plan and traceability matrix • Produce test execution documentation, including test cases and scripts, to internally support system test execution • Promote application to system test environment and conduct application testing • Update code to address any application errors or bugs • Document test results and produce formal testing deliverable 	<ul style="list-style-type: none"> • Deliverable 5.0 – Application Test Results Summary • Weekly Status Reports
User Acceptance Testing	<ul style="list-style-type: none"> • Deploy application to User Acceptance Test (UAT) environment • OAG conducts UAT and provides feedback • Make updates to application if necessary • Present application to OAG for approval and sign-off • Set up production environment 	<ul style="list-style-type: none"> • Weekly Status Reports • Approved application

Phase 4: Release***Brief Description***

Release the approved application to production.

Major Activities, Project Tasks and Deliverables

Major Activities	Project Tasks	Project Deliverables
Release	<ul style="list-style-type: none">• Confirm approval(s) to promote release to production• Promote release to production and verify stability• Go-live	<ul style="list-style-type: none">• Application deployed in Production

Phase 5: Project Closeout Phase***Brief Description***

During this phase, administrative and contractual closeout activities will occur, including final OAG acceptance of engagement completion.

Project Closeout Activities

Major Activity	Project Tasks	Project Deliverables
Project Closeout	<ul style="list-style-type: none">• Conduct financial closeout of project budget with project sponsor• Conduct lessons learned sessions with project team members and stakeholders• Finalize project documentation• Project sponsor project acceptance• Archive project records• Release project resources	<ul style="list-style-type: none">• Final project acceptance

Project Deliverables

The following are the project deliverables that will be provided to OAG as part of the development of the website for this engagement. This section summarizes the deliverables outlined above in the Approach section.

Deliverables 1.0 - Project Plan

Allegient will provide a project plan detailing how the project will be managed including work task schedule and budget. Additionally, this document will contain the following:

- Project charter and scope statement
- Project assumptions
- Project risks
- Major milestones
- Project Team Structure
- Scope Management Plan
- Time Management Plan
- Cost Management Plan
- Quality Management Plan
- Human Resources Management Plan
- Communication Management Plan
- Risk Management and Response Plan
- Issue Management Plan
- Deliverable Acceptance Plan
- Document Management Plan

Deliverable 2.0 - Requirements Specification Document

Allegient will provide a comprehensive set of user interface, business logic, and database requirements for the website.

Deliverable 3.0 - Application Design Document

Allegient will provide a detailed design document outlining the design of the user interface, business logic, database, and any relevant processes.

Deliverable 4.0 - Application Code Components

Allegient will produce application code components as outlined in the approved requirements, analysis and design documents.

Deliverable 5.0 – Application Test Results Summary

Allegient will provide a document demonstrating that all requirements have been tested and a summary of testing results.

Project Organization

Allegient recommends a project-centered, team-based approach that enables Allegient to bring specialized resources to bear as necessary to accomplish specific tasks. Each Allegient representative is backed by the combined experience and knowledge of the entire Allegient resource team. As a result, Allegient provides the strength of an extensive team to its undertakings, and thus has the flexibility to draw upon various related fields of expertise and specialization to meet the demands of each individual assignment.

Based on the activities identified in the project scope, the recommended team for this project is presented below. The objective is to deploy a high impact team and maximize the collaborative partnership between Allegient and OAG.

To provide the OAG with an indication of the caliper of resources that will be assigned to the project, we have provided resumes of our proposed team in *Appendix 4 - Resumes*. Allegient understands the importance of having a cohesive team throughout the project and will make every effort to keep the same team members together once the project begins.

The following is the proposed structure for this engagement:

Role	Responsibility
OAG Executive and Project Sponsors	OAG executive responsible for sponsoring the project and communicating all aspects of the project to internal team personnel.
OAG Application Subject Matter Experts (SMEs)	OAG resources most familiar with the current application and the requirements for the new system, including any targeted enhancements. The SMEs will: <ul style="list-style-type: none">✓ Participate in information-gathering and design sessions✓ Provide pertinent technical documentation and information on the existing website✓ Validate viability of application design✓ Be available as needed to answer questions, address concerns, etc.✓ Define content for individual pages on the new site✓ Conduct User Acceptance Test
Allegient Account Manager	The Allegient Account Manager owns the overall relationship with the OAG. The Account Manager is the ultimate point of escalation for issues affecting the Allegient/OAG relationship.

Role	Responsibility
Allegient Executive Program Manager / QA	<p>The Allegient Executive Program Manager will provide quality assurance to the overall project and work closely with the OAG Executive Sponsor to ensure expectations of the OAG are met. The Allegient Executive Program Manager will:</p> <ul style="list-style-type: none"> ✓ Ensure Management Reporting ✓ Perform quality assurance review of deliverables
Allegient Project Manager	<p>The Allegient Project Manager will provide day-to-day oversight and management of project team resources. The Project Manager will provide status reports on a weekly basis to the OAG Project Sponsor with project progress, issues, and risks. The Project Manager will serve as the day-to-day point of contact for communication with OAG regarding project status, and the primary point for issues escalation. Additionally, the Allegient Project Manager will be responsible for:</p> <ul style="list-style-type: none"> ✓ Resource management ✓ Budget tracking and reporting ✓ Project plan tracking and updates ✓ Communicating tasks and timeframes to the project team ✓ Quality assurance review of deliverable documents
Allegient Senior .NET Architect	<p>The Allegient Senior .NET Architect will be responsible for designing the application architecture for this engagement. The Architect will give direction to the Allegient Senior .NET developer and coordinate with the Data Architect regarding database design.</p>
Allegient Senior .NET Developer	<p>The Allegient Senior .NET Developer will be responsible developing the majority of the application and conducting unit testing for all modules coded. The Senior .NET Developer will take direction from both the Senior .NET Architect and the Data Architect.</p>
Allegient Data Architect	<p>The Allegient Data Architect will be responsible for designing the logical and physical database model. The data architect will work with the Senior .NET Architect to design how the data access layer will be designed.</p>
Allegient Database Administrator (DBA)	<p>The Allegient DBA will work with the Data Architect to build the physical application database, load any setup data, write stored procedures, and tune the database as necessary.</p>

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Role	Responsibility
Allegient Business Analyst	<p>The Allegient Business Analyst will be responsible for activities associated with requirements gathering and application testing. Specifically, the Business Analyst will:</p> <ul style="list-style-type: none"> ✓ Work with OAG SMEs to elicit and prioritize requirements and document application requirements in the formal requirements deliverable ✓ Create test documentation, including test cases and test scripts ✓ Conduct application testing and capturing test results ✓ Document final application test results in the test summary report deliverable

Project Assumptions

Our approach and subsequent cost estimates are based upon the following assumptions:

- OAG staff will be available to assist with this effort as required
- OAG will provide a single contact to assist with data gathering, and interfacing with other OAG personnel
- Any graphical design changes will be handled by Hirons & Company outside the scope of this proposal
- Allegient representatives will not have access to OAG software systems and application documentation.
- Any change in project scope will be documented and addressed via the Allegient change request process and, given mutual agreement, will be reflected in adjusted project costs and timeline
- Updates or changes to the back-end system that the OAG uses to enter and manage unclaimed property is out of scope for this effort
- Data from the back-end claims system will be fed to the website database in a standardized format and the format of this data will be provided to the Allegient team prior to the Elaboration – Design phase.
- The Allegient project team will not be responsible for building an interface to mine data from an external system
- Our estimates are based on the assumption that there are 8 forms, 15 application screens and 40 static html pages
- Per the RFP, Allegient assumes that four reports of simple complexity, with simple complexity defined as less than 16 hours to design, build, and test each report, are in scope for this effort. These reports include:
 - ✓ Number of claims submitted
 - ✓ Searches performed
 - ✓ Negative and positive report
 - ✓ Demographic report

Additional reports or increased complexity of the four in-scope reports will be addressed using the Allegient change request process

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- Cost and level-of-effort assessments may be adjusted based on the scope and complexity of required enhancements, as these are not defined in the RFP
- Allegient will be responsible for changes made to the application or code

Potential Risks

Based on our knowledge of the project, Allegient has identified the following potential risks:

- Lack of participation by required decision makers in requirements meetings may delay the project team's ability to finalize documentation of requirements within the initially allocated timeframe
- Failure of OAG to come to a mutual agreement on site graphical design within allotted timeframe may delay subsequent milestones
- Failure of OAG to provide content updates and approvals within the allotted timeframe may delay subsequent milestones
- Unforeseen complexity in generating required reports
- Undefined requirements and potential complexity in developing application enhancements
- Unforeseen complexity in the interface between the ACS Wagers and UCP.
- Potential delays caused by the changes to the backend application.

508 Compliance

Allegient agrees to abide by Indiana Code 4-13.1-3. All Web content developed by Allegient will comply with the applicable requirements of Section 508 of the Federal Rehabilitation Act of 1973 (Section 508) provided that any assistive technology used with the application properly interoperates with it.

If Allegient is maintaining the existing application, Allegient will preserve the existing level of compliance in the current application.

Migration methodology

The Allegient team will provide a "ramp-up" period in which web hosting services will overlap or be mirrored between previous and new web hosting vendors. This overlap includes network and Internet connectivity so that downtime is minimized and/or eliminated when cutover occurs.

Our team will follow a 5-step process to successfully migrate the application to our new environment.

- Step 1: Plan migration activities:** The Allegient Project Manager will develop a detailed project plan including tasks, dates and dependencies. This plan will be approved by the client and communicated to all affected parties.
- Step 2: Prepare and install complete production environment:** A complete production class environment (as illustrated in *Appendix 3 -- Redundant Network Core*) will be provided to the developers on a specified date.
- Step 3: Deploy application to new environment.** The development team will deploy the application and database to the new production environment. The team will test the environment and application together.
- Step 4: Arrange DNS configuration.** Once the site has been thoroughly tested, has been declared ready, and primary and secondary cutover dates have been selected, arrangements will be made to reduce the TTLs for the production site DNS to less than 60 seconds. This must be completed at least 2-4 weeks prior to cutover.
- Step 5: Perform final cutover activities.** On the date of the cutover, our staff will work with the existing DNS maintainer to redirect traffic to the new site. Assuming the original production site remains online, it will be available to fail back to via DNS change should there be problems with the new environment. When those issues have been resolved, the same cutover process can be performed on the secondary cutover date. Should the cutover go as planned, production operations will begin with Allegient and the old site can be decommissioned.

2.3.5.4. Operational support and services

In this section of our response, we will address each of the 16 operational support and services requirements established in the RFP. We will highlight why our team and approach is the best solution for addressing these requirements.

1. Customer support – Vendor shall provide 24 hour a day customer service support to assist in troubleshooting problems with application, servers, network, and database issues or obtaining up to date information about service outages.

In order to facilitate the application support by Allegient at the lowest possible cost to the State of Indiana Managed Services hours are to be provided to OAG on an as needed monthly basis. These hours will be utilized for all support of the Unclaimed Money application or for the development of enhancements (change requests) as directed by OAG.

- The time period of this Agreement is defined as starting on 1 August 2007 and ending on 31 July 2011
- The Managed Services hours will be utilized for all enhancements and support resolutions required for the Unclaimed Money application.
- Allegient will bill hourly for the Managed Services rate for the duration of this Agreement.
- Allegient will fix the rate for addressing critical issues (non-warranty) at an additional \$10.00 per hour for the duration of this agreement. Hours will be rounded to the nearest quarter hour.
- The hours billed for managed services, critical issue resolution and change requests will be based on actual hours, not estimated hours.

Definitions:

- A critical issue is defined as an issue that affects the processing and/or distribution of leads to loan officers as designed, tested, approved by OAG and implemented.
- A critical issue is defined as one that requires a 4-24 hour response.
- A warranty issue is defined as a requirement that is not functioning that was defined either in the signed Software Requirements Specifications, Test Plans or in the final production code that was approved by OAG. The warranty period for all changes made by Allegient will be 30 days. Any code changes to the Unclaimed Money application by OAG will void the warranty period
- A non-warranty issue is defined as a requirement that is not functioning that was not defined either in the signed Software Requirements Specifications, Test Plans or in the final production code.
- Response Time is defined as the time period in which Allegient will assign a dedicated resource to contact OAG to begin investigation of the issue.
- A Dedicated Resource assigned by Allegient will be committed to OAG until the issue is resolved to OAG satisfaction.

Service Levels:

- Response time to a critical issue or warranty issue will be within 4 hours from the time the issue is submitted to the Allegient SharePoint system and is received during

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the 5 day business week between the hours of 7:30 am and 5:30 pm Monday through Friday.

- Response time to a critical issue request received outside normal business hours (i.e. 5:30 pm to 7:30 am,) weekends, and holidays will be by the next business day from the time the issue is submitted to the Allegient SharePoint system.
- Response time to respond to a non-critical issues or a non-warranty issue will be within 24 hours from the time the call is received between the hours of 7:30 am and 5:30 pm Monday through Friday, and the next business day for non-critical requests received during weekends and holidays.
- Once a critical issue is assigned, the Allegient resource will be dedicated to resolving the issue with OAG.

Escalation:

A request may be escalated by contacting the Project Manager or Quality Assurance Manager if:

- Allegient is not responsive within the Service Level timeframes defined for critical and non-warranty items.
- The assigned Allegient analyst is unable to diagnose or resolve the request.
- The request requires critical attention, as determined by a mutual agreement between OAG and Allegient.
- In the event a request is escalated, an action plan will be provided by Allegient to OAG and should include the following:
 - Initial request details.
 - Confirmation that Allegient can reproduce the problem.
 - Current status of request.
 - Proposed actions, including declaration of necessary analysts, vendors, etc. to successfully complete them.
 - Projected time and date of request resolution.

Assumptions:

- All calls and requests will be reported to the Allegient SharePoint Issue Tracking System. Requests can be escalated by contacting either the Allegient Project Manager or Executive team if required. Contact information will be provided on the Allegient SharePoint Issues Tracking site.
- An estimate will be created for all support issues and change requests and provided to OAG for approval.
- All support issues and change requests will be approved by OAG on a monthly basis prior to Allegient resources beginning work.
- Critical issues, bugs, and fixes will be done on the Unclaimed Money Test server, and then migrated to the production server.
- Major changes, change requests or support issue resolutions that affect users will be tested and scheduled prior to implementation.

Deliverables:

- Allegient will provide summary documentation of the Unclaimed Money Site as is configured in production at BlueLock. The documentation will be updated by Allegient as changes or enhancements are made to the system. This documentation will include both business and technical information; examples include: context diagram, use case model, use cases, distribution algorithm specification, system architecture, component descriptions, and a data model.

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- Deliverables are dependent on the individual change request or support case requirement. Typical deliverables would include design documents, software code modifications, software testing results, and production support or knowledge transfer documentation.

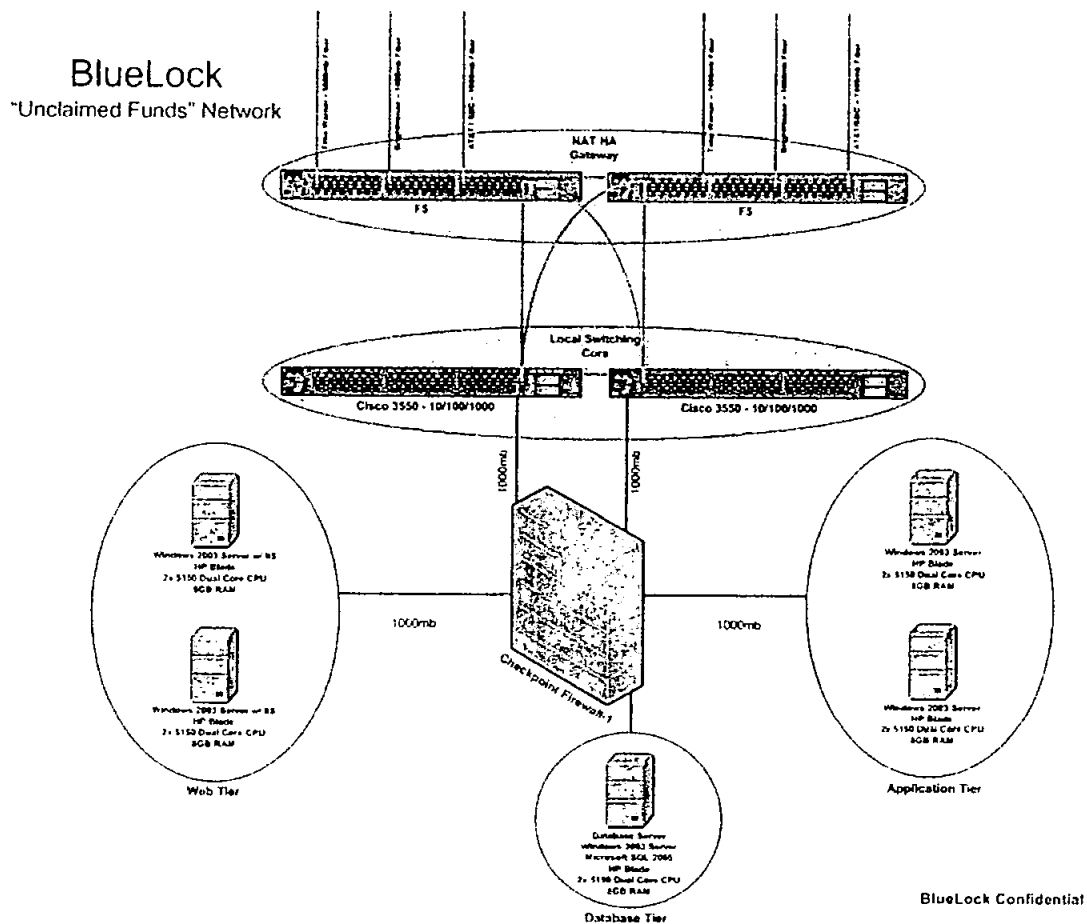
Mandatory Monthly Progress Meetings:

A monthly meeting will be held to prioritize the support issues and change requests to be delivered in the month in question and to resolve any issues, questions etc. Resources required for this meeting will utilize the monthly managed services hours.

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2. **Equipment Architecture** – Vendor shall provide architecture based on information described in Appendix A (overview of the existing infrastructure/equipment in place), Appendix B (diagram of existing equipment interconnections and functions) and Appendix C (statistics and utilization of existing web environments)

The diagram below depicts our proposed architecture based upon our assumptions of the environment configuration.



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- 3. Security – Vendor shall comply with the State’s existing privacy laws and security policies in connection with its hosting of the IndianaUnclaimed.com infrastructure and its disaster recovery environment as set forth in this document. Vendor shall provide the following hardware and software security features:**
- a. "Stateful" or equivalent inspection firewalls to help regulate all network traffic from Internet
Each client environment has a dedicated stateful inspection Checkpoint Firewall-1 firewall hardware, software and firewall policy with up to 3 security DMZs.
 - b. A multi-tier application architecture to help limit communications between the tiers and prevent intruders from accessing critical systems
Each client environment has a dedicated stateful inspection Checkpoint Firewall-1 firewall hardware, software and firewall policy with up to 3 security DMZs.
 - c. Virtual Private Networks (VPNs) to help prevent unauthorized internal intercept of communications
AES encrypted VPN is provided with each Checkpoint Firewall.
 - d. Intrusion detection products to help identify and report intrusions to vendor staff in order to take immediate counter-measures
A Proventia Intrusion prevention sensors and monitoring from the Internet Security Systems (ISS) SOC (Security Operations Center) are available upon request and for an additional monthly fee.
Instead of using a legacy Intrusion Detection approach, Proventia and ISS focus on Intrusion Prevention. Proventia sensors monitor all traffic to the application environment in real time. Every packet is passed through a filter that scans each payload against a list of known attack signatures. If a packet or communication attempt matches a known attack they are discarded and an alert is generated.
ISS's XForce team actively monitors the intruder community as well as a multitude of vendor software vulnerability announcement lists. Using these intelligence resources they are able to keep on top of and successfully design updated filters that will prevent new exploits. The filters are actively updated by ISS as part of the service similar to how anti-virus software works.
All alerts are sent to a web based Security Portal. These alerts can also be delivered via e-mail or consolidated into scheduled reports.
 - e. Virus protection software to help proactively intercept computer virus infections
Symantec Anti-Virus is included on each server.
 - f. Internal security audits to help thoroughly test the security implementation
BlueLock undergoes SAS70 Type II re-certification each year. In addition, client environments can be subjected to outside penetration test scanning upon request.
 - g. Vendor workstations to be secured in a commercially reasonable manner to mitigate the risk that an intruder will gain access to the infrastructure
All access to client environments runs through the BlueLock Operations Centers which are secured by the BlueLock facility and procedures. These procedures use a combination of biometrics, card readers, Digital Video Recorders, extensive camera coverage and razor wire fencing.
 - h. Remote access by portal employees will utilize Virtual private Network (VPN) client software using multi-factor authentication mechanisms

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The standard Firewall offering includes AES VPN support. Two factor authentication using a smart card or other token authentication is available upon request.

- i. Identify security incidents which penetrate the infrastructure (compromised data) maintained by the vendor and will notify OAG within two business hours of confirmation of the incidents, providing reports of such activities.

Allegient agrees to meet this requirement. See other sections on security.

- j. Provide commercially reasonable Internet and physical security in accordance with generally acceptable security practices

Allegient agrees to meet this requirement. See other sections on security.

- k. Provide routine traffic analysis and packet logging through a network intrusion detection system

Allegient agrees to meet this requirement. See other sections on security.

- l. Vendor shall securely host claim and property tables at vendor's database server(s). These tables need to be refreshed/updated daily from OAG's staging server. At the same time, any and all secured updates from web users (claim submissions, holder's negative and positive reports) have to be securely transferred to staging area for review.

Allegient agrees to meet this requirement. See other sections on security.

- m. Vendor shall provide load-balancing with SSL acceleration for "submit claim" database searches and "check on-line status" process/service.

Allegient agrees to meet this requirement. See other sections on security.

- n. Vendor's system shall permit OAG's user access to update claim and property records via user name and password. (Alternative: SFTP site).

Allegient agrees to meet this requirement. See other sections on security.

- o. Submission of claims and holders' reports shall be protected with encryption and/or other security measures.

Allegient agrees to meet this requirement. See other sections on security.

- p. Vendor shall comply with the most current International Organization for Standardization guidelines for data security and disaster recovery.

Allegient agrees to meet this requirement. See other sections on security.

- q. Vendor shall describe the testing that is done to ensure the security of the hosting environment (i.e. vulnerability and penetration testing and third party audits).

See other sections on security.

- r. The web hosting vendor shall provide a secured network environment that deploys firewalls, access list controls, and proactive intrusion detection monitoring for security events which are reported to a centralized management station that is monitored on a daily basis.

Please refer to the equipment architecture provided in the response to requirement 2 above.

- s. Vendor shall agree to require of itself and other parties: Not less than 128-bit SSL encryption to protect web requests that contain user credentials (username and password) and sensitive information (social security numbers, personal information such as date of birth, etc.)

Allegient agrees to meet this requirement.

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4. Patch Management – Vendor shall describe its patch management services and procedures

BlueLock uses an aggressive but flexible Patch Management approach. Patches are applied on a tiered schedule based on severity. The schedule can also be amended based on client specific requirements.

Through the use of virtualization, BlueLock is also able to mitigate much of the risk normally associated with traditional patching and upgrades in two ways.

BlueLock can provide an identical copy of the production virtual server or an entire application environment that can be used to test any upgrades or patches. During this testing, any undesired side effects from changes, software updates or patches can be observed, triaged and resolved without any impact to the production environment. After it is deemed that a patch is acceptable, it can then be deployed to the production environment.

In addition, using this same snapshot technique, each Virtual Server is fully backed up every twenty four hours. Should a patch cause a negative impact to a production server or environment, we can fully restore it within a matter of minutes using the snapshot from the prior day.

5. Capacity planning – Vendor shall describe its capacity planning services and procedures

There are several capacity planning options and approaches. With extensive leverage of Virtualization Technology the standard On-Demand service approach allows additional servers to be fully provisioned within 24 hours of request and sign-off.

There is also an on-demand service where additional off-line servers can be staged in an environment. These servers will not come online until the capacity of the existing servers has been reached. This option is available but has not been included in the RFP.

6. Backup/recovery procedures – Vendor shall perform backups of the web, application, and database servers on a regular basis so that no data would be lost and require recreation. Daily incremental backups and full weekly backups of all volumes of servers. Daily backups to be retained for one month and weekly backups to be retained for two years. Daily backups will be stored off-site. Sysbacks for each of the mentioned servers will be on a quarterly basis, with two additional during the year, for a total of 6 sysbacks per server.

Each server, including web, application and database, is fully backed up once every twenty four hours.

As requested in the RFP, daily, incremental backups and full weekly backups will be performed on all volumes of servers. Daily backups will be retained for one month and weekly backups will be retained for two years. If necessary, other retention periods can be made available.

Six total sysbacks will be performed throughout the year as requested in the RFP – one each quarter and two additional during the year.

There will be an on-site hardened vault where tapes are stored for up to twenty four hours before being transferred to an offsite vault.

7. Disaster recovery procedures – Vendor shall maintain both a disaster recovery environment and disaster recovery plan to provide for full recoverability of content of the IndianaUnclaimed.com website hosted by the vendor within 4 hours of a catastrophic event. The off-site data center provided by the vendor shall include the following services: 24x365 monitoring using appropriate industry standard tools, the capability, under ordinary

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circumstances, to achieve uptime to the level agreed upon Data center facility, secure connections for any OAG transaction

Using a combination of software agents and the SNMP service, Allegient provides extensive monitoring and configuration management capability.

Communications between the Web servers and the Internet will all be SSL encrypted.

A full snapshot of each server and storage array is updated and maintained every 24 hours at the remote facility in Salt Lake City, Utah. These snapshots include all firewall, network, addressing, and storage configurations. Should a critical failure occur and a client issue a declaration, the operations staff will shut off any remaining client operations in Indianapolis and start up the entire environment at the remote data center. All changes made up to 24 hours prior to the declaration may be lost, but otherwise the entire application environment will be live as it was prior to the incident. With specifically optimized IP address, NAT, DNS, and TTL settings, no DNS or IP address changes will be required so not only will users be able to access the site normally from the remote site, but all intra-server communications functionality and security will remain intact.

Allegient assumes that failures of some kind will occur. These failures could occur in any part of the Application Environment or Facility Infrastructure. Given that, the facility, network and server architectures are designed with redundancy and fault tolerance.

Descriptions of each of these have been provided in the other relevant sections of this document.

- 8. OS support and Operations – Vendor’s resources shall provide: systems administration staff, routine operating system maintenance for infrastructure, hardware and software to provide a separate test (QA) and production environment, uniform server configuration for infrastructure. The vendor will be responsible for all installations, updates and maintenance of the application and databases. Vendor shall demonstrate OAG and its representatives the ability to administer any dedicated web/application/database server remotely as well as secure FTP access for uploads and downloads.**

One of the unique benefits of hosting in the proposed environment is that setting up snapshots of the production for test and development is more easily and quickly performed. Additionally, as soon as the test/dev environment is stable and ready for production, the process to “promote” this environment is more easily accomplished due to the proposed virtual infrastructure. The pricing and scope of this proposal provides for that separate test/dev environment.

The proposed solution and Allegient’s Business Partner business model is based heavily on uniform server configuration.

- 9. Monitoring – Vendor shall provide routine performance monitoring of infrastructure with alert notification capability. Average response time service levels will be defined and agreed upon in advance. The vendor shall define a mechanism by which average response time can be reasonably measured and a procedure by which OAG can view or download those statistics.**

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10. Reporting – Provide weekly and monthly reports on traffic, unique/total hits, top referrers, top search terms and site volume specific to the web pages deployed and percent of time servers' utilization. Other reports showing effectiveness of advertising campaigns, mailers and other Unclaimed Property Division's data collection needs

Web statistics (portal metrics)

Portal Monitoring Capabilities:

BlueLock will provide a comprehensive list of statistics seen below. In addition, as part of the State's standard package, BlueLock will provide a proprietary VITAL Signs Interface (VSI, see appendix 9). The VSI has several unique characteristics that will aid the OAG to assess the health of the environment. The opening page is a graphical representation depicting the health of your environment relating the weakest part of the environment to its total capacity. Users can drill down on each of the layers of the environment for more detail. A final drill-down capability allows the user to see the raw statistics being produced by the environment as described below. Finally, the VSI has functionality built-in that will enable the OAG to replay the activity in the environment over a customizable period of time – to literally see the moment an event occurred and how that affected the different tiers in the environment. The VSI will also play a key role in capacity planning as it will allow the OAG to place fewer resources in production and keep resources in reserve. Please see the capacity planning section for details of our reserve capacity planning architecture.

Below is a partial list of the more common metrics that can be monitored. Anything available via SNMP or a network socket can be monitored.

Topic	Measurement
Bandwidth/Throughput	<ul style="list-style-type: none"> • Port • Server • VLAN • Interface • DMZ • Connectivity Status
CPU/Memory	<ul style="list-style-type: none"> • Router • Firewall • Switch • Server
Sessions/Users	<ul style="list-style-type: none"> • Web • Database • Application Tier • Load Balancing Tier
Hardware Status	<ul style="list-style-type: none"> • Hard Drives • Array Controllers • Servers • NICs

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	<ul style="list-style-type: none"> • Switches • Load Balancers
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Database

Allegient will include the claims submitted, searches performed, negative and positive reports, and demographic reports in the scope of this effort and in our estimate. Detailed assumptions regarding these reports are included in the "Assumptions" of the "Migration Information" section above. As no requirements are contained in the RFP regarding the "other reports as prescribed by the OAG," our development estimate does not account for these additional reports.

These reports will be developed on a time & material basis according to the rate structure outlined in the pricing section of this proposal.

Equipment/servers

The monitoring environment provides an extensive list of metrics that are monitored in five minute increments. All metrics and changes are recorded for historical charting and logging. Each metric has both an alert threshold (can be customized based on client requirements) as well as an alarm threshold.

Authorized client representatives can access all server information via a web based portal over a secure SSL connection. Views of the environments are provided both at a deep technical detail level as well as a high level executive "at-a-glance" summary.

Alert and alarm notifications are sent via e-mail to authorized client representatives. In addition, our Client Service Center will generate a ticket and make contact by phone.

11. Change Management – Vendor shall describe its change management methodology, including the responsibility of OAG, how notification takes place, and any other pertinent information.

Any changes to project scope will be addressed using the Allegient change request process. The process is as follows:

Step	Description
1	OAG or Allegient identifies a change to the current scope of services
2	Allegient and OAG work together to fully qualify the scope of the change
3	Allegient conducts a schedule and cost impact analysis of the change
4	Allegient documents the change in a Change Request form
5	Allegient submits the Change Request for OAG review
6	Allegient works with OAG to come to mutually agreeable terms for the Change Request and make updates if necessary
7	OAG and Allegient sign-off on the change request
8	Appropriate resources are brought to bear to implement the scope of the Change Request

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The Allegient Change Request form will detail the following information:

- Originator and contact information
- Revision number and date
- Priority
- Scope Impact
- Business case impact
- Schedule revision
- Impact to other project teams
- Alternatives considered and rejected
- Cost revision
- Quality and risk impact

All changes to the application infrastructure will utilize ITIL for change management. ITIL is a framework for Information Technology Service Management best practices. It is part of the IT Infrastructure Library. All Operations Staff are required to achieve ITIL certification. The ITIL framework is described in a series of eight books each covering a specific discipline of IT service management. ITIL is best described here: <http://en.wikipedia.org/wiki/ITIL>

12. Network Architecture – Appendix A and B provide overviews of the current network infrastructure. Vendor shall describe the proposed web hosting facilities data network infrastructure.

See Network Section and associated Appendices.

13. Internet Connectivity – Vendor shall provide public Internet connectivity to support the needs of the identified web environment. *Vendor shall describe the public Internet connectivity that would be used to serve the OAG (IndianaUnclaimed.com) hosted environment. Describe in detail the Internet provider(s) used, facility connectivity architecture to the Internet provider including LEC redundancies, failover capabilities, tools used to manage bandwidth and security within the public Internet networks providing service, etc.*

Internet connectivity is provided through one of three provider networks. Each provider can supply 10, 100, or 1000 megabit Ethernet connectivity. Bandwidth is burstable. Allegient can assist in this process of securing Internet connectivity requirements; however, our business model does not include selling Internet bandwidth.

See *Appendix 2* for Internet connectivity detail.

14. Service Level Agreements – Service Level Agreements shall be written in a way that can provide effective reporting. Tracking mechanisms should be available and clear to ensure compliance and that compensation is appropriate. *The Vendor shall provide a “ramp-up” period in which web hosting services will be mirrored between previous and current web hosting vendors. This will occur so that current applications, which are dependent on Internet access, are either not affected, or are affected minimally during the course of the transition. The Vendor shall provide a monthly Service Level Agreement report detailing the services rendered and work completed during the month. Additional costs incurred to OAG should be explained within this report. Vendor shall also have in place a retribution plan that will credit*

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OAG if the web application, DNS, or database servers are infected with viruses, infiltrated by hacking, and/or inaccessible for an unreasonably length of time.

Hosting Facility

The hosting facility SLA stipulates a 15-minute response time for all alarms and requests. Resolution time varies based on the type of request or incident. Each event is "started" by opening a ticket in the hosting Service Center. Tickets can be opened by phone or web submission. Each Ticket creation and subsequent update has an individual timestamp that can be used to measure against the SLA. For more detail see attached SLA in *Appendix 7 – BlueLock Service Level Agreement*.

Help Desk

Response time to a critical issue or warranty issue will be within 4 hours from the time the issue is submitted to the Allegient SharePoint system and is received during the 5 day business week between the hours of 7:30 am and 5:30 pm Monday through Friday.

Response time to a critical issue request received outside normal business hours (i.e. 5:30 pm to 7:30 am,) weekends, and holidays will be by the next business day from the time the issue is submitted to the Allegient SharePoint system.

Response time to respond to a non-critical issues or a non-warranty issue will be within 24 hours from the time the call is received between the hours of 7:30 am and 5:30 pm Monday through Friday, and the next business day for non-critical requests received during weekends and holidays.

- Once a critical issue is assigned, the Allegient resource will be dedicated to resolving the issue with OAG.

Ramp Up Period

Allegient will provide a "ramp-up" period in which web hosting services will overlap or be mirrored between previous and current web hosting vendors. This overlap includes network and Internet connectivity so that downtime is minimized and/or eliminated when cut over occurs.

Retribution plan

The exclusive remedy against Allegient for any damages to client if the web application, DNS or database servers are infected with viruses, infiltrated by hacking and/or inaccessible for an unreasonable length of time shall be the refund of the hosting and managed service fees actually paid by client to Allegient in the immediate previous 9-month period related to the then current term of this agreement.

15. Exit strategy – Vendor shall provide a summary of its policies and procedures for ending a contractual agreement prior to its expiration date. Please specify differences between termination for cause and termination for convenience.

Client may terminate agreement in its entirety upon material breach of Allegient's obligation that is not cured ten days (10) after receipt of detailed written notice of material breach. OAG's obligation under this termination clause is to pay all outstanding installation charges and 50% of the value of the remaining contract.

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Client may terminate agreement for any reason by delivery of a 90 day written notice. The OAG's obligation under this termination will be to pay all outstanding installation charges and 60% of value remaining on the contract.

16. Account team support – Vendor shall describe the account management team (personnel and responsibilities) that would be responsible for OAG's account.

The following table details the Account Management Team for OAG.

Title/Role	Responsibility
Allegient Account Manager	Ultimate account owner responsible for managing the relationship between OAG and the Allegient team providing services under the scope of this engagement.
Allegient Executive Program Manager	Coordinator of activities associated with engaging Allegient's partners. Contact point for escalation of issues. Quality assurance reviewer of project services and deliverables.
Allegient Project Manager	Provides oversight and management of the entire Allegient team's daily activities. Provides status reports detailing accomplishments, planned activities for the upcoming period, issues, and risks. Coordinates activities between Allegient development resources, BlueLock Project Coordinator and Bell Project Coordinator. . First point of contact for the OAG project sponsor.
BlueLock Project Coordinator	Primary point of contact for hosting and managed services activities. The Allegient Program and Project Managers will work closely with the BlueLock Facility Coordinator to align Allegient and BlueLock activities.

2.3.6. Required Contract Clauses

Section 2.3.6 of the RFP identifies 11 clauses that Indiana law deems as mandatory. Attachment B of the RFP also includes a number of desirable clauses. Allegient has read and agrees in principle to these clauses. We submit this proposal on the understanding and with the expectation that the Office of Attorney General and Allegient will have the opportunity to work together to create a mutually acceptable contract, supplementing and modifying the terms and conditions in the RFP as appropriate. We look forward to the opportunity to work with the State to develop a contract that meets the requirements of all parties.

2.3.7. Pricing and Charges

Hosting, Equipment & Servers and Fully Managed Services & Support Estimate

The Hosting and Managed Service pricing is driven by a performance-based SLA. Pricing for this proposal includes a price reduction each year in consideration of a four year contract. There will be a onetime implementation fee of \$2,000 for the development environment and a \$8,000 fee for the production environment.

Year	Monthly Fee	Yearly Costs
Development – Production	\$2,500	
Production – July 31, 2008	\$8,500	
August 1, 2008 – July 31, 2009	\$8,000	\$96,000
August 1, 2009 – July 31, 2010	\$7,500	\$90,000
August 1, 2010 – July 31, 2011	\$7,000	\$84,000

Note that this price does not include communication costs for bandwidth. There are three providers connected to our facility (AT&T, Time Warner, Brighthouse) – see *Appendix 2 – Internet Connectivity Diagram*.

Capacity Planning:

BlueLock will provide its proprietary VITAL Signs Interface (VSI – see monitoring) to enable the OAG to closely monitor the health of its environment. In an effort to allow the OAG to remove cost and operate as efficiently as possible, BlueLock is proposing a unique architecture, leveraging its on-demand reserve capacity capability. The statistics indicate that the average traffic on its web site is well below the spikes, that occur infrequently. We propose to architect the solution for average utilization and provide “reserve” capacity on-demand. The State would only incur full production cost of those servers when they are “lit up” to meet peak demand. After the reserve capacity servers come online a joint decision will be made as to whether the additional capacity should remain online in production or can be returned to reserve, lowering the monthly hosting fee.

BlueLock proposes the following Production architecture to meet average demand:

- 1 dual processor dual core HP Blade server with 8GB of RAM
- 3 web servers running Windows 2003
- 1 server running SQL Standard 2005

For Reserve capacity:

BlueLock proposes to hold in reserve an 8 GB blade that would have 3 additional web servers available to handle spikes in traffic. This reserve capacity will not incur an expense to the OAG when in reserve. See pricing below for situations when reserve capacity comes online.

Reserve Capacity Pricing:

The OAG will not incur a cost if spikes in traffic can be handled by the production system. However, if spikes in traffic cause the reserve capacity to come online the OAG will incur an additional charge of \$500/month/web server for a minimum of 30 days or one month. A joint decision will be made between BlueLock and the OAG as to whether the reserve capacity should remain in production or can be returned to reserve capacity. If it is returned to reserve, the price will return to the scheduled monthly amount. If it must stay online, the monthly fee will increase by \$500/month/web server that is added to production capacity.

Development

The proposed level of effort for Allegient's involvement in this engagement can be found in the table below. The Allegient team can be ready to begin working on this engagement within 2 weeks of approval of this statement of work. We estimate this project will be approximately 5 months in duration to complete all phases.

The fees for this engagement will be calculated on a **Time and Materials** basis and are estimated to be \$246,816 and will not exceed \$271,500. The resource rates are detailed below and represents the estimated hours and cost for this engagement based on our current understanding of the project. These estimates may be modified upon completion of the elaboration phase. Billing will be based upon completion of Project Milestones as listed below. Invoices will be submitted on the 15th and 30th of each month for completed and approved milestones.

Resource Category	Hourly Rate
Senior Project Manager	\$112
Senior .NET Developer	\$86
Senior Data Architect	\$93
Senior Database Administrator	\$84
Senior .NET Architect	\$99
Senior Business Analyst	\$76

The amount will be invoiced by the project deliverable as follows:

Deliverable	Estimated Amount
Deliverable 1.0 – Project Plan	\$12,806
Deliverable 2.0 – Requirements Specification Document	\$43,172
Deliverable 3.0 – Application Design Document	\$101,200
Deliverable 4.0 – Application Code Components	\$43,538
Deliverable 5.0 – Application Test Results Summary	\$46,100
TOTAL	\$246,816

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Help Desk Support

Non-consumer Help Desk Support will be billed monthly on a usage basis as defined in Section 2.3.5.4 Operational support and services.

Billing and Invoicing Procedures

Allegient will invoice the Office of the Attorney General on a monthly basis for all time and material application support services and fees related to hosting and managed services.

Allegient will invoice the OAG as each deliverable is complete as outlined in the table above.

All invoices are due Net 30.

2.3.8. References

As requested, we have provided references of previous and ongoing engagements to clearly demonstrate that the Allegient team has the capability to successfully deliver services similar to those required for the OAG Unclaimed Property Website Creation and Hosting program. We feel that the depth and diversity of our experience with the public and private sectors make us the most qualified team.

The following are reference individuals from clients who have received products and services from the Allegient team that are similar to those described in this proposal. Each of the highlighted engagements illustrates our experience developing, hosting and maintaining web-based solutions. Members of our proposed project team have worked on one or more of these engagements. We encourage you to contact our references and to speak candidly with them about our involvement with their organization. We have selected the following references to demonstrate:

- Our depth of application development skills utilizing web-based architectures
- Our expertise in hosting robust solutions

Application Development and Support Services

Allegient has a solid track record for providing application development and support services to many high profile corporations in central Indiana. Our sound project management and software development Methodologies ensure our projects are delivered on time, within budget and meet client expectations.

The two references provided below can attest to Allegient's ability to deliver application development and support services similar to those required on the Unclaimed Property Website Creation and Hosting project.

Client Reference 1

Sharon M. Charbonneau
IU Department of Medicine
Emerson Hall, Room 317
545 Barnhill Drive
Indianapolis, IN
317-274-7203

Service: IU Department of Medicine (IU Dmed) worked with Allegient to design and deploy an Intranet application that provides up-to-date, relevant information to their constituents across geographically dispersed locations. This application helped IU Dmed achieve one of their main goals which was to reduce operational expenses and design a system that could reduce future costs. The application is hosted on the Microsoft Windows Server 2003 Standard Edition operating system, the foundation of the Windows Server System integrated server infrastructure software. The team used Active Server Pages (ASP) to deliver Hypertext Markup Language HTML content to end-user PC's.

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Client Reference 2

Eric Stone
Shiel Sexton Company
902 N Capitol
Indianapolis, IN
317-423-6114

Service: Shiel Sexton Corporation (SSC) engaged Allegient in order to help integrate Microsoft's SharePoint with several of their current applications and systems. The scope of the project included project management, site design, layout, methodology, and implementation. Allegient used a phased deployment allowing SSC to continually add new information giving the site a fresh look and feel.

Hosting and Managed Services

BlueLock is Allegient's partner who will be providing hosting and managed services on this engagement. The CEO, CTO and Chief Engineer of BlueLock have extensive experience providing hosting and managed services as a result of having performed these services for hundreds of companies in the State of Indiana. Because BlueLock is a new corporation, it does not yet have client references. The individuals below can attest to BlueLock's leadership team's ability to deliver services similar to those requested by the OAG. If necessary, the individuals can provide additional details of the services provided.

Client Reference 3

Matt Johnson
Roche Diagnostics
PO Box 50416
Indianapolis, IN, 46250
317-521-2007

Client Reference 4

Doug Cole
PAN Testing
11590 North Meridian, Suite 200
Carmel, IN 46032
317-566-3270

Client Reference 5

Alice Snyder
Baker Hill Corp.
12900 N. Meridian
Suite 200
Carmel, IN 46032
317-814-1242

Client Reference 6

Kent Zimmerman
Finish Line
3308 N. Mitthoeffer Rd.
Indianapolis, IN 46235
317-613-6619

Client Reference 7

Michael Gray
Vector Technologies
41 E. Washington St.
Suite 400
Indianapolis, IN 46202
317-613-2461

2.3.9. Registration to do Business

Allegient, LLC is a private corporation located in Indianapolis, Indiana and has been in existence since 2001. As such, we are registered with the Indiana Secretary of State to do business within the State of Indiana.

2.3.10. Authorizing Document

Mr. Gregg Gallant is the President and majority owner of Allegient, LLC, and as such is authorized to bind Allegient in this contract with the Indiana Department of Administration. As proof of Mr. Gallant's authority, we have included an approved resolution adopted by the board of directors. Please refer to the enclosed sealed envelope entitled Allegient Confidential Information for a copy of this resolution.

2.3.11. Subcontractors

Allegient will use three partner subcontractors to deliver the proposed solution. A brief description of each partnership is below: Each of our partners has provided a letter of intent to provide the services described in this proposal. These letters are available in *Appendix 5 – Subcontract Letters of Intent*.

BlueLock

6325 Morenci Trail
Indianapolis, IN 46268
State of incorporation: Indiana
Website: www.bluelock.com

We have chosen BlueLock as a subcontractor because of their excellent reputation for providing secure reliable hosting solutions. BlueLock will provide all hosting, disaster recovery and managed services.

BlueLock's anticipated dollar amount of this contract is outlined in the table listing hosting and managed services pricing.

Accelero Consulting, Inc.

3815 River Crossing Parkway Suite 100
Indianapolis, IN 46240
State of incorporation: Indiana
Website: www.acceleroinc.com

We selected Accelero Consulting, Inc. as our WBE partner. Accelero will provide business analysis, project management and quality assurance resources on this engagement. These resources have many years experience in providing similar services on many State contracts. We are committed to ensuring our WBE partners receive 5% of the total contract amount if possible.

2.3.12. Respondent Contract Requirements

Allegient has read and agrees in principle to the proposed contract language. We submit this proposal on the understanding and with the expectation that the Indiana Department of Administration, the Office of Attorney General and Allegient will have the opportunity to work together to create a mutually acceptable contract, supplementing and modifying the terms and conditions in the RFP as appropriate.

2.4. TECHNICAL PROPOSAL

2.4.1. General Information

Respondent's Legal Name: Allegient, LLC
Respondent's Address: 201 West 103rd Street, Suite 520
Indianapolis, IN 46290
317.564.5700
317.564.5777

Brief History of Allegient

In the fall of 2001, Gregg Gallant and his partner Bill Russell founded Allegient LLC, an Information Technology consulting organization based in Indianapolis. Allegient, LLC provides project management in business solutions, business process, and software development. Allegient LLC leverages a unique network of business partners consisting of other entrepreneurial Indiana technology companies to provide a comprehensive array of technology services to clients.

Staffing and Management

As demonstrated throughout this proposal, Allegient has compiled the strongest team to deliver the services requested by the OAG. At Allegient we fully understand that every project has its own unique qualities, challenges, deadlines and budgets. The multi-dimensional expertise of our project teams comes by establishing partnerships with the best organizations and people to assist our customers in assessing, planning, constructing and implementing projects to produce products that satisfy their business objectives. As such, Allegient project managers have the skills, knowledge and experiences gained from previous projects to orchestrate a project management approach that reflects the needs of your organization. Our project managers will ensure tight coordination and communication among all stakeholders.

Allegient has hand picked the most experienced team based on the goals and the solutions involved. As requested, Allegient agrees to dedicate at least three staff members to this project. A list of the roles and responsibilities for these staff members is provided in the "Account Team Support" requirement in a prior section.

A brief description of the relevant experiences of the key team members is provided here in order to provide the OAG with a good indication of the caliber of resources that would be engaged in this effort. Allegient is committed to take every effort to make these resources available for the project. If these resources are not available, resources with similar skills and experience will be presented to the OAG project sponsor for evaluation prior to staffing.

Complete resumes for these team members are included in *Appendix 4 - Resumes*.

Rosanne Burge – Business Analysis and/or Project Manager

Rosanne Burge is a certified Project Management Professional from Accelero Consulting, Inc. will provide business consulting and project management services on this project. Rosanne has over 20 years experience in providing consulting services and has been involved in a number of projects with Indiana state agencies including IOT, FSSA, DWD, Intelenet and DOE. She is involved in establishing the local chapter of the International Institute of Business Analysis. Rosanne has Computer Science, Math and MBA degrees from Purdue University.

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Randy Logan – Business Analysis and Testing

Randy Logan is a senior business analyst with extensive experience gathering business requirements and managing testing activities to ensure the developed solution meets the desired functional requirements of the client. Randy has experience in a number of industries including insurance, financial, communication and education. Randy has a bachelor's degree in Finance from Butler University.

Tony Masopust – .NET Architect

Tony Masopust is a senior member of Allegient's application development group. Tony has a variety of experience in systems architecture and high load transactional systems. He has been involved in a number of custom application development efforts, mostly with central Indiana services organizations. Tony has degrees in Automated Manufacturing Technology and Electronic Engineering Technology.

Randal Curnutt – Architect

Randal Curnutt has over 20 years experience in the software development industry specializing in Java and Web technologies, Object Oriented Analysis and Design Methodologies and Project Management. Randy has served as a solution architect on a number of projects including an identity management solution, corporate e-signature system, B2B e-commerce trademark and licensing solution and a data synchronization solution. Randy has a degree from Purdue University and is an author of numerous publications.

Thomas Simunek – Project Manager

Thomas Simunek is one of Allegient's principal consultants and possesses over 20 years of IT implementation experience. Thomas employs a structured methodology to project management and is a certified Project Management Professional.

Eric Willman – Senior .NET Developer

Eric Willman is a senior .NET developer with Allegient. Eric is a project-focused software development professional with experience in team leadership, technical training, software design and development, configuration management, database administration and network design. He has experience in kiosk development, corporate websites and data access technologies. Eric has IEEE and Microsoft certifications (MCSD and MCAD). Eric earned a degree in Music and Computer Science from Butler and an MBA from Indiana University.

George Yang – J2EE Developer

George Yang will serve as J2EE developer on this engagement. George has designed and implemented e-solutions for customer relationship management, profit sharing and client benefit management systems for clients such as Farm Bureau, Liberty Mutual and Fair Issacs. George has a Masters degree from Rose-Hulman Institute of Technology.

Ben Miller – BlueLock Project Coordinator

Ben is the Chief Engineer at BlueLock. He will lead all efforts related to hosting, managed services and infrastructure design for this engagement. At BlueLock, Ben is responsible for strategic design, implementation and support of the company's hosted technology environments. Prior to joining BlueLock, Ben served as senior systems engineer for n|Frame where he

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developed and deployed their web-based monitoring portal and was responsible for managing the company's workgroup recovery operation. Ben received Bachelors and Masters degrees from Indiana University and is both a RedHat Certified Engineer and a CheckPoint Certified Security Expert.

Pat O'Day – BlueLock Chief Technology Office

As Chief Technology Officer, Pat O'Day is responsible for engineering, commercializing and making the company's "infrastructure-as-a-service" model a business reality. Prior to joining BlueLock, Pat served as director of managed services at n|Frame. In this role, he was responsible for developing the company's technical processes and procedures. Prior to working for n|Frame, Pat held a variety of management-level technical positions with companies such as St. Vincent Hospital and Eli Lilly and Company. Tom is a former president of the Association of Internet Professionals and a former board member of TechPoint.

2.4.2. Prior Experience

The collective Allegient team has extensive experience successfully delivering services similar to those requested by the OAG. Below are examples of projects each of the teams have undertaken that indicative of our past experiences.

Project 1 – IU Department of Medicine

IU Department of Medicine (Dmed) worked with Allegient to design and deploy an Intranet application that provides up-to-date, relevant information to their constituents across geographically dispersed locations. This application helped IU Dmed achieve one of their main goals which was to reduce operational expenses and design a system that could reduce future costs. The application is hosted on the Microsoft Windows Server 2003 Standard Edition operating system, the foundation of the Windows Server System integrated server infrastructure software. The team used Active Server Pages (ASP) to deliver Hypertext Markup Language HTML content to end-user PC's.

Project 2 – Shiel Sexton Company

Shiel Sexton Corporation (SSC) engaged Allegient in order to help integrate Microsoft's SharePoint with several of their current applications and systems. The scope of the project included project management, site design, layout, methodology, and implementation. Allegient used a phased deployment allowing SSC to continually add new information giving the site a fresh look and feel.

Project 5 – Retail e-commerce

Provided an all-HA environment which includes fully redundant network, load balancing farms for application and web tier and clustered database. Migrated an all-Microsoft environment to Red Hat in last cutover. Environment was completely upgraded and replaced via cutovers three times during our five year tenure with less than 60 seconds of outage per cutover. This environment supports 1600 concurrent users with 40 servers and is fully PCI and SAS70 Type II Compliant.

Project 6 – Assessment and testing organization

Configured and hosted an environment consisting of 30 Servers which is fully PCI and SAS70 Type II Compliant. This is an all-HA (fully redundant network, load balancing farms for application and web tier, clustered database) environment. All servers are Microsoft based. Environment was completely upgraded/replaced via cutovers twice during our three year tenure with less than 60 seconds of outage per cutover.

2.4.3. Financial and References

Feel free to contact these former clients: Any of them can attest to the team's ability to successfully deliver project-based work on time and within budget.

Matt Johnson
Roche Diagnostics
317-521-2007

Doug Cole
PAN Testing
317-566-3270

Alice Snyder
Baker Hill Corp.
317-814-1242

Kent Zimmerman
Finish Line
317-613-6619

Feel free to contact these current clients. Any of them can confirm the team's ability to delivery solutions of similar size and scope to the Unclaimed Property Website.

Sharon M. Charbonneau
IU Department of Medicine
317-274-7203

Eric Stone
Shiel Sexton Company
317-423-6114

2.5. MINORITY & WOMEN'S BUSINESS ENTERPRISE PARTICIPATION PLAN

Allegient is committed to subcontracting with racial minority and woman owned firms in Indiana. In 2005, Allegient subcontracted over 8% of their total revenue to racial minority firms including RCR Technology Corporation, Sai Systems and Byteware. For 2006, Allegient is on track to direct 5% to minority firms. Proof of this will be provided upon request.

To meet the 5% WBE participation goal, Allegient will be subcontracting with Accelerero Consulting, Inc., a certified Woman Business Enterprise with the State of Indiana. Please refer to *Appendix 6* for a copy of our signed MWBE Participation Plan.

2.6. Appendices

This section contains the following appendices:

Appendix 2 – Internet Connectivity Diagram: A diagram depicting the proposed Internet connectivity from the BlueLock facility.

Appendix 3 – Redundant Network Core Diagram: A diagram depicting the team's proposed infrastructure core architecture.

Appendix 4 - Resumes: Resumes for the proposed team for this engagement.

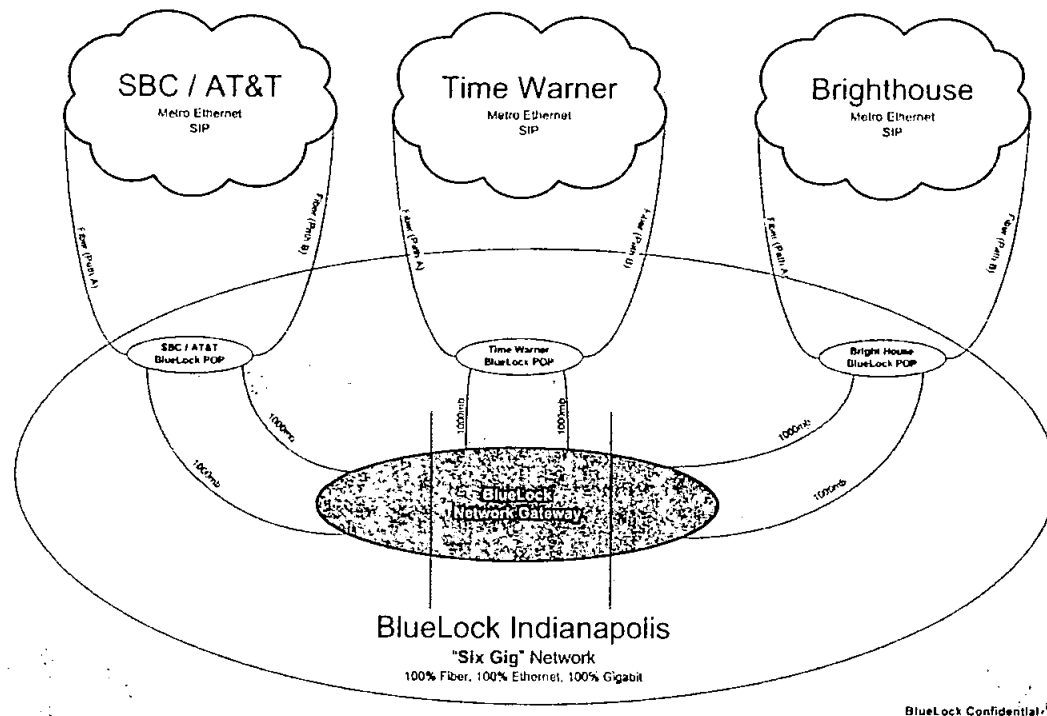
Appendix 5 – Subcontractor Letters of Intent: Copies of the letters received from our three subcontractors indicating their intent and willingness to participate in this engagement.

Appendix 6 – MWBE Participate Plan: A signed MWBE Participation Plan.

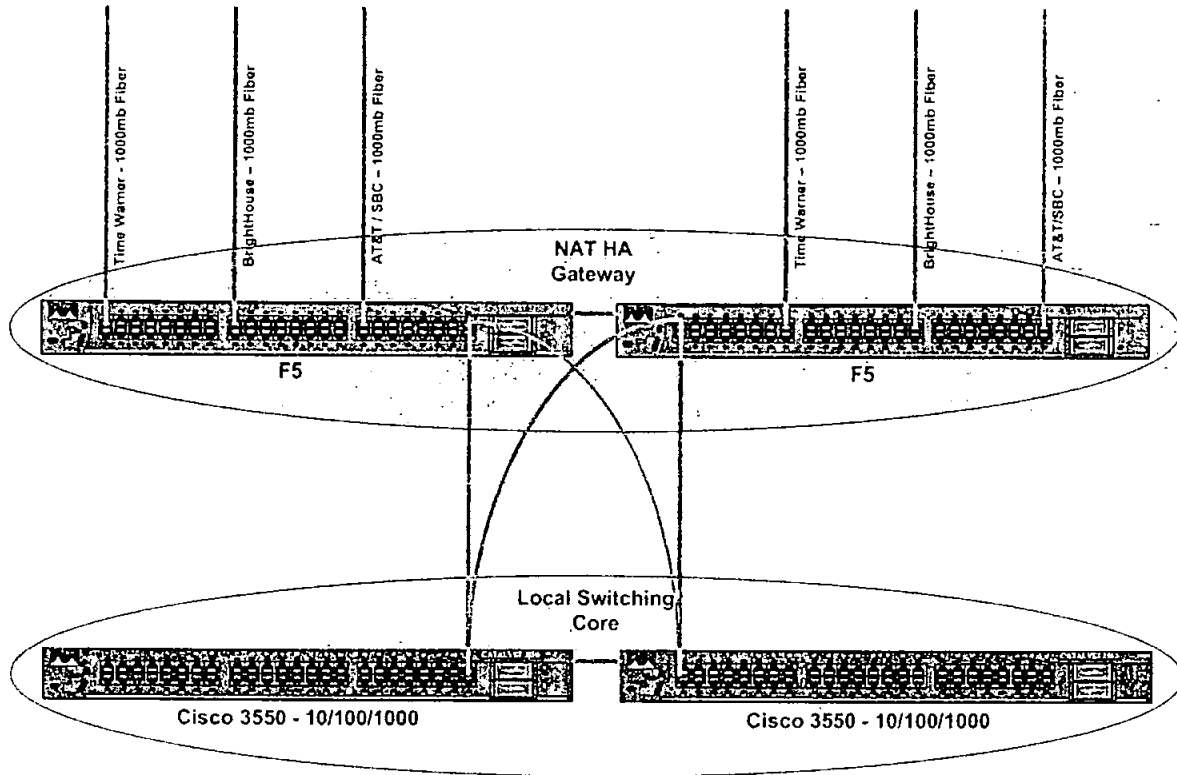
Appendix 7 – BlueLock Service Level Agreement: Proposed SLA provided by BlueLock demonstrating the service level committed to on this engagement.

Appendix 8 – Detailed Project Plan: A detailed work breakdown structure and task timeframes for the complete rewrite of the IndianaUnclaimed.com.

2.6.1. Appendix 2 - Internet Connectivity Diagram



2.6.2. Appendix 3 - Redundant Network Core Diagram



2.6.3. Appendix 4 - Resumes

2.6.4. Appendix 5 - Subcontractor Letters of Intent

2.6.5. Appendix 6 - MWBE Participation Plan

2.6.6. Appendix 7 - BlueLock Service Level Agreement

2.6.7. Appendix 8 - Detailed Project Plan

2.6.8. Appendix 9 - VITAL Signs Interface